

Last Updated: December 11, 2022

These Master Terms and Conditions ("**Master Terms**") apply to and are made a part of each Order Form entered into between (a) the Trimble legal entity named on that Order Form ("**Trimble**", "**our**", "**we**", and "**us**") and the customer named on that Order Form ("**Customer**", "**you**" and "**your**") (each, a "**Party**", and together, the "**Parties**") which Order Form expressly incorporates by reference these Master Terms and one or more Supplemental Terms for products, subscriptions and/or services ordered through that Order Form (each, "**Supplemental Terms**") (the Order Form with the incorporated terms, any related Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules to the foregoing collectively, the "**Agreement**"). These Master Terms will have no independent force or effect except as incorporated by reference into an Order Form.

PLEASE READ THESE MASTER TERMS CAREFULLY, AS THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US FOR THE SOFTWARE, HARDWARE, AND/OR SERVICES SPECIFIED ON THE ORDER FORM. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THESE MASTER TERMS FORM A PART OF, AND ARE INCORPORATED BY REFERENCE INTO, THE ORDER FORM, AND SHALL BE BINDING ON YOU AS IF YOU HAD PHYSICALLY SIGNED THESE MASTER TERMS. PLEASE PRINT A COPY OF THESE MASTER TERMS FOR YOUR RECORDS.

BY SIGNING THE ORDER FORM INTO WHICH THESE MASTER TERMS ARE INCORPORATED BY REFERENCE, THE PERSON SIGNING THAT ORDER FORM ON YOUR BEHALF REPRESENTS AND WARRANTS THAT HE/SHE/THEY HAVE READ THESE MASTER TERMS CAREFULLY AND HAVE THE REQUISITE CORPORATE AUTHORITY TO BIND YOU TO THESE MASTER TERMS.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **In General.** Through an Order Form or SOW, we and/or our Affiliates may provide you and/or your Affiliates with Software, Subscriptions, Services and Products. Each Agreement will be independent of other Agreements that incorporate these Master Terms. If an Affiliate of Trimble enters into an Order Form that incorporates these Master Terms, for the purposes of that Order Form and all terms incorporated or referenced therein all references in to "Trimble," "us," "our" or "we" will be construed as references to that Affiliate and not Trimble. If your Affiliate enters into an Order Form that incorporates these Master Terms, for the purposes of that Order Form and all terms incorporated or referenced therein all references to "Customer," "you," or "your" shall be construed as references to that Affiliate and not you. Except to the extent otherwise expressly stated, in the event of a conflict between corresponding clauses the following order of precedence will apply from highest to lowest: Supplemental Terms, these Master Terms, a Statement of Work, an Order Form, an addendum, an exhibit, amendment or appendix, and any other applicable additional terms. All quotes and requests made by you for Software, Subscriptions, Services and/or Products are non-binding unless and until accepted by us. Order Forms and SOWs are accepted as valid and binding only when signed by us in writing and when fully executed. While you may issue a purchase order for administrative purposes, no provisions of your purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of an Agreement or your payment obligations thereunder, and any such provisions will be of no force or effect.

1.1. Definitions.

- 1.1.1. "**Affiliate**" means any entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Party in question. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.
- 1.1.2. "**Confidential Information**" means the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by us or you, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature.
- 1.1.3. "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.
- 1.1.4. "**Our Materials and Technology**" means our Software (compiled or otherwise), Products and related documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by us, our Affiliates, or our subcontractors to produce and provide Software, Services and Products together with all Intellectual Property Rights therein, together with all modifications, improvements or changes thereto, including without limitation (i) proprietary electronic architecture and other non-literal elements of the Software, Services and Products developed by us, (ii) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto, (iii) APIs, customized applications and computer programs, (iv) processes, methods, algorithms, ideas, and other "know

how,” (v) data and information provided or sourced by us (specifically excluding Transportation Data), (vi) Products which you have the right to use via a Subscription, and (vii) network equipment and architecture.

- 1.1.5. **“Order Form”** means a written order form or similar written document specifying Subscription rights granted to you, Software licensed to you, Services ordered by you, and/or Products purchased by or provided to you for use through a Subscription, together with quantities and pricing (and the initial Subscription term for each such Subscription).
- 1.1.6. **“Products”** means hardware products, parts and accessories sold to you, or provided to you for your use through a Subscription, via an Order Form.
- 1.1.7. **“Services”** means any implementation, installation, and/or set-up services, training services, or other professional services provided by us to you as described an Order Form and/or SOW.
- 1.1.8. **“SOW”** means a statement of work, work order, change order, or any other similar mutually agreed upon written agreement, governing the provision of support & maintenance, professional services, installation, or other Services, which may include without limitation Services methodology, deliverables and training, and fees.
- 1.1.9. **“Software”** means the object code version of any software, library, utility, tool, or other computer or program code as well as the related documentation, whether locally installed on your systems (**“On-Premise Software”**) or provided as a service through the Internet or other remote means such as websites, portals, and “cloud-based” solutions (collectively, **“Hosted Software”**). Software also includes (a) firmware or other software pre-installed on a Product sold to you, or licensed to you for use through a Subscription, under an Order Form and (b) software and firmware of Trimble or its licensors which may be later loaded to such Product (collectively, **“Device Software”**).
- 1.1.10. **“Subscription”** means a right to use Software (whether as a standalone application or as a service), Products, a periodic allotment of Services, and/or other service-based products (e.g., cloud hosting services) for a fixed term, which subscription right is purchased through an Order Form.
- 1.1.11. **“Transportation Data”** means the freight, driver, location, audiovisual, load movement, and other transportation management system and telematics data collected by or provided to us, or input by you or on your behalf, through your use of our Products, our service-based or licensed Software, and/or our Services, which may include but is not limited to data specific to your shipper customers (and, with respect to Products, data generated by, collected by and/or transmitted through Products installed in your vehicles).
- 1.1.12. **“User”** means a person given the right to access and use service-based or licensed Software by you.

2. Grant of Rights.

- 2.1. **In General.** For each Subscription purchased by you through an Order Form, for the Subscription term specified in that Order Form we grant to you a limited, non-exclusive, non-assignable and non-transferable (except in connection with a permitted assignment of an Agreement), non-sublicensable right to access and use the service-based or licensed Software and/or the Products governed by your Subscription for your own internal business operations. This Subscription is restricted to use by you and your Users and does not include the right to use our Software by any third party unless expressly permitted under the terms of an Order Form.

You and your personnel will generate unique login credentials for each User, will keep all login credentials confidential, and will not share login credentials between Users. You will immediately notify us if you believe any login credentials for any of your Users may have been disclosed or compromised, and you will hold us harmless from and against any unauthorized and/or harmful access to your accounts(s) and/or data, or breach of the Agreement, using login credentials issued to or by you. Transportation Data will be maintained in our systems during the term of the Agreement, except to the extent deleted by you, on your behalf, or at your request. You acknowledge that Transportation Data may be deleted from our systems following termination of the Agreement and any terms governing such process will be set forth in applicable Supplemental Terms. You will be solely responsible for archiving copies of Transportation Data if deemed necessary by you. We may access your and each of your users’ accounts, including Transportation Data, to respond to service or technical problems or at your request, or as otherwise permitted by these Master Terms.

Software is licensed to you or provided as a service, and is not sold to you. Our mobile apps available through app stores (e.g., Apple App Store, Google Play) are governed by separate end user license agreements for such software. If you obtain Product from us (whether by purchase or Subscription) which contains Device Software, we grant to you a limited, non-exclusive, non-transferable (except together with the sale of the Product on which the Device Software resides), right and license to use Device Software for your own business operations solely as part of the Product on which such Device Software resides. You will not remove Device Software from a Product. The terms of the Agreement relating to ownership of a Product and restrictions on use of the Device Software will be binding upon and apply to any subsequent purchaser of a Product.

- 2.2. **Restrictions.** You agree and covenant that you will not (i) transfer, publish, disclose, display or otherwise make available any of Our Materials and Technology to any third party, except as necessary for you to use the Products and Software for your business purposes; (ii) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, convey, pledge as security or otherwise encumber, or act as a service bureau with respect to any of Our Materials and Technology; (iii) reverse engineer, decompile, translate, adapt or disassemble any of Our Materials

and Technology in an attempt to reconstruct or discover the design, source code or algorithms thereof for any other purpose, except and only to the extent expressly permitted by law; (iv) remove, delete or alter any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from any of Our Materials and Technology; (v) use any of Our Materials and Technology in violation of applicable laws, rules, regulations, codes or ordinances; or (vi) cause or authorize any third party to do any of the foregoing.

2.3. Suspension Right. Notwithstanding anything to the contrary in an Agreement, we may suspend our performance under the Agreement, including without limitation suspending your use of our Products, Software and administrative portals and our provision of Services and warranty processing, (a) on five (5) business days prior notice to you if you fail to pay any amount not contested by you in good faith by the due date or fail to use diligent good faith efforts to resolve a good faith payment dispute (unless cured during such notice period), or (b) immediately if your or your Users' acts or omissions threaten the integrity or security of our Software, systems, products or infrastructure (provided we will use commercially reasonable efforts to provide you with advance notice of such suspension where we determine exigent circumstances do not exist). We will lift such suspension once such issue or failure is cured to our reasonable satisfaction. You will continue to be charged for service and subscription fees during such suspension. During such suspension, you will be prohibited from entering new data or processing existing data. If you attempt to access or manipulate Transportation Data utilizing third party software during suspension, we disclaim and you hold us harmless from any responsibility or liability relating to lost or altered data or related damages.

3. Services. We will use commercially reasonable efforts to perform for you, or on your behalf, Services set forth in the Agreement or in one or more SOWs. Each SOW will automatically be incorporated by reference into and made a part of the Agreement. All SOWs will be in writing and shall be effective only when signed by both Parties. For each SOW, each Party will designate a person to be its designated representative concerning that SOW and will serve as the primary day-to-day point of contact between the Parties (the "**Project Manager**"). A Party may designate an alternative Project Manager upon notice to the other Party. The fees applicable to Services performed will be set forth in each SOW. Fees will be on a time and materials basis at the hourly rate set forth in the SOW, billed to the actual number of hours of Services performed by us personnel regardless of any estimate(s) set forth in the SOW, unless an alternative fee arrangement is expressly set forth in the SOW.

3.1. Change Orders. Services provided will consist of the in-scope Services set forth in a SOW. Additional or supplemental work beyond, or changes to, the in-scope Services in a SOW will be handled via mutually agreed-upon change order ("**Change Order**") which sets forth the change in scope, incremental fees for that additional or supplemental work, and any other impacts to the SOW such as timeframes. Either Party may request a Change Order; if the Parties mutually agree to move forward with the work contemplated in such Change Order, we will prepare such Change Order and provide it to you for review. Upon the parties' mutual written execution of a Change Order, the Services shall be modified or supplemented as set forth in such Change Order. All SOWs and Change Orders will be in writing and shall be effective only when signed by both Parties, and in no event shall any Services work subject to a SOW be deemed altered, amended, enhanced, or otherwise modified except through a fully executed Change Order.

3.2. Scoping Activities and Information. You agree and acknowledge that our ability to successfully complete Services is dependent on accurate and complete scoping of the integration and implementation effort required ("**Scoping Activities**"), and on your identification of non-standard systems, newly-released or older versions of software used by you that may require custom integration efforts, or similar non-standard requirements ("**Scoping Information**"). You will promptly provide to us all relevant Scoping Information. You agree and acknowledge that changes in the scope of implementation and set-up efforts, or additional Services, may from time to time be required despite the Parties' cooperation on Scoping Activities and your provision of Scoping Information, and the Parties agree to work together in good faith to mutually agree upon a supplemental SOW or change order with the additional Services required to account for such change in scope, together with associated fees and other related terms.

3.3. Required Assistance; External Factors. You (and to the extent you utilize third parties to assist with implementation and set-up of the Services ("**Third Party Consultants**"), your Third Party Consultants) will (a) provide us with reasonably requested and timely information, access, resources and approvals to assist us with its provision of Services, and (b) will use diligent efforts to work with us to ensure timely completion of Services (collectively, "**Required Assistance**"). You acknowledge that the Required Assistance requires collaboration between us and you and/or Third Party Consultants, and will require your active and sustained participation in order to be completed in a timely, effective and complete manner. You will assign a point of contact within your organization within five (5) days of contract execution to work with us as our primary point of contact for Services. You agree and acknowledge that the failure to provide Required Assistance by you or any of your Third Party Consultants, or non-standard requirements requested by you, may result in delays in the completion of Services (which delays will not be our responsibility), and may require additional Services to correct issues or usability. You also agree and acknowledge that you will hold us harmless from any delays, incremental costs, or other liability resulting from the acts or omissions of Third Party Consultants.

You agree and acknowledge that our ability to meet the anticipated timelines set forth in a SOW or Change Order is dependent in part on the timely provision by you of Required Assistance ("**External Factors**"). In the event either Party determines that External Factors are likely to cause a delay in our ability to meet anticipated timelines or result in additional costs to complete performance, that Party's Project Manager shall notify the other Party's Project Manager, and the Parties shall work together in good faith to enter into a Change Order to account for the impact caused by the External Factors.

3.4. Acceptance. If a SOW states that Services provided thereunder are subject to acceptance testing, then the terms of this paragraph shall apply with respect to the Services provided under that SOW. If so specified in a SOW, Services are subject to your acceptance to verify that the results of the Services performed by us under the SOW ("**Work Product**") substantially conforms to the written specifications set forth in the SOW (the "**Acceptance Criteria**"). Upon completion of the Services set forth in a SOW (or portion thereof subject to separate acceptance testing if set forth in the SOW), we will notify you of completion, and you will promptly review and inspect the Work Product based on the Acceptance Criteria and notify us within ten (10) calendar days of its receipt of our completion notice or a different period if set forth in the SOW (the "**Review Period**") whether the Work Product is accepted or rejected. If you reject the Work Product, you will provide written notice of rejection to us specifying the reasons for the rejection and the specific failures under the Acceptance Criteria. Following our receipt of a rejection notice, we will use commercially reasonable efforts to correct the Work Product and resubmit it for additional testing, in which case you will re-inspect the revised Work Product using the procedures set forth above. If you do not respond to us by the end of the Review Period, the Work Product will be deemed accepted by you as if you had provided a written notice of acceptance.

4. Fees and Charges. Fees and charges for Subscriptions, Services and Products will be set forth in each Order Form or SOW. Subscription fees and other recurring fees are invoiced in advance at the start of the billing cycle (provided that we may require a quarterly billing cycle if your Subscription fees and other recurring fees are less than \$60,000 per year, or an annual billing cycle if less than \$30,000 per year). Services fees, usage-based charges (e.g., on-demand services), and service fees that are prorated by us for usage less than the full billing cycle are billed in arrears at the end of the billing cycle. Invoices are sent electronically, by electronic mail or facsimile; will be due thirty (30) calendar days from date of invoice; and will be paid in the currency specified in the Order Form or invoice (or USD if no currency is specified), by check or wire transfer. No credit, carryover or refund will be given for data paid for but not used in a billing cycle, or for other intangibles (e.g., Services hours) allocated or available for use during, but not utilized by you by the end of, a usage or Subscription period. We charge a Twenty-Five Dollar (\$25) fee for each check returned for insufficient funds. Delinquent payments not contested by you in good faith will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. We have the right to periodically review your credit and, if determined reasonably necessary by us, to change your payment terms, and/or demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to us), or a guarantee of prompt payment prior to shipment or service activation. If you do not object in writing to an invoiced amount within thirty (30) calendar days of date of invoice, you will be deemed to have acknowledged the correctness of that invoice and to have waived your right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give you the right only to withhold or delay payment of only the disputed portion of that invoice or amount owed. You agree to be liable to us for all costs of collection of past due amounts (including attorneys' fees). You will use diligent good faith efforts to resolve any payment dispute within thirty (30) calendar days of raising the dispute.

4.1. Increases; Taxes and Charges. The fee for each active Subscription will be fixed for a period of twelve (12) months from the commencement of billing for that Subscription, and may thereafter be increased no more than once every twelve (12) months during the Subscription term. Without limiting the foregoing, with respect to Subscriptions with discounted or promotional pricing and an initial term longer than 1 year, if you do not renew your Subscription for a renewal term equal to or longer in length than the initial term, then as of the start of the renewal term the discount on the Subscription fee or promotional Subscription Fee will no longer apply to that Subscription, and standard Subscription fee pricing will apply. We may periodically adjust the price or fee of Subscriptions, Software, Services, Products and accessories available to you for subsequent purchase, license or subscription. Our stated prices and fees for Products, Software, Subscriptions and Services do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are your responsibility to pay. Unless you provide us with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, you will pay us all such taxes, charges and fees invoiced by us in connection with the sale, delivery or provision of Software, Subscriptions, Services and Products.

5. Term and Termination. The term of each Subscription is set forth in the applicable Supplemental Terms. Each SOW will commence on the effective date set forth therein and continue until completion of the Services set forth in that SOW, unless otherwise specified therein. Sections 2.2 and 5-10, your payment obligations, and any term or provision that applies to events occurring following termination or expiration, will survive termination or expiration of the Agreement.

A Party may terminate the Agreement upon written notice to the other Party in the event the other Party materially breaches any of its representations or warranties made hereunder or materially fails to substantially perform its obligations under the Agreement, provided that written notice of such breach or failure has been provided by the non-breaching Party specifying such breach or failure, and if such breach or failure is capable of cure, the breaching Party fails to cure such breach or failure or provide a written plan of cure reasonably acceptable to the non-breaching Party within thirty (30) calendar days of the breaching Party's receipt of such notice. Further, we may terminate all Order Form(s) and SOWs then in effect immediately and without notice to or opportunity to cure by you in the event (i) you intentionally use Software, Services or Products in a fraudulent manner or in violation of any applicable laws, rules or regulations; (ii) there is a change of law, statute, or regulation that prevents us from providing our Software, Services or Products to you; or (iii) you are a person or entity listed on one or more export screening lists maintained by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury, or other similar lists.

Upon termination or expiration of a Order Form or SOW, (i) each Party will cease performance of its obligations under that Order Form or SOW; (ii) all fees and expenses due to us for Products, Software and Services provided and expenses

incurred on or prior to the effective date of termination or expiration will be come immediately due and payable by you; and (iii) each Party will promptly destroy any of the other Party's Confidential Information or other materials in its possession or control provided in connection with that Order Form or SOW and will provide a written certification of destruction executed by an officer upon request, provided, however, that (a) we will maintain Transportation Data in our systems in accordance with our standard data retention cycle, and (b) neither Party will be required to destroy or return digitally archived data stored as part of its standard network back-up practices provided that the data is secured and not readily accessible and is destroyed in accordance with its regular backup retention cycle, provided that while in its possession such Party continues to treat the data in accordance with its confidentiality obligations set forth in the Agreement.

6. **Confidentiality.** Each Party ("**Recipient**") agrees (a) to hold Confidential Information disclosed to it by the other Party ("**Discloser**") strictly confidential and to not share, disclose, or provide Discloser's Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of Discloser's Confidential Information using the same care as it uses with its own confidential information of like importance, but no less than reasonable care; and (c) to restrict access to Discloser's Confidential Information to those of its and its Affiliates' employees, contractors, consultants, agents, and legal and financial advisors ("**Representatives**") who have a need to know the information in connection with the exercise of Recipient's rights and performance of Recipient's obligations under the Agreement who (i) have been notified of the confidential nature of the disclosure and (ii) are under an enforceable obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of the Agreement. Recipient will be responsible for any breach of the Agreement by the Representatives of Recipient or its Affiliates. For the avoidance of doubt, the terms of the Agreement, and Our Materials and Technology, are our Confidential Information. Confidential Information will not include information that Recipient can reasonably demonstrate through written evidence (A) is or becomes generally publicly available other than due to the acts or omissions of the Recipient, its Affiliates, or their Representatives; (B) is rightfully in Recipient's possession on a non-confidential basis prior to receipt from Discloser; (C) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (D) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information. We will be entitled to disclose Transportation Data if required pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand. The Parties' confidentiality obligations hereunder will survive the termination or expiration of the Agreement for a period of two (2) years, except that each Party will maintain the confidentiality of any Confidential Information labeled by a Discloser as a trade secret indefinitely until it becomes part of the public domain through no act or omission of Recipient, its Affiliates, or their Representatives. Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of the Agreement by Recipient or its Representatives and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees that in the event of such actual or threatened breach Discloser may seek injunctive or other equitable relief in Discloser's favor, without proof of actual damages or the requirement of posting a bond or other security.
7. **Ownership; Suggestions.** You agree that all right, title and interest in and to Our Materials and Technology and all service-based or licensed Software provided hereunder, including all changes, modifications and improvements thereto, belongs exclusively to, and will remain the sole property of, us, our Affiliates, and our and their respective licensors or partners. You will take reasonable precautions to prevent unauthorized access and use of service-based and licensed Software by third parties. Work performed and deliverables created by us under the Agreement, including without limitation via Services, will constitute Our Materials and Technology, and for the avoidance of doubt will not be considered "works made for hire" owned by you. You have no rights in or to Software source code under these Master Terms or any Agreement. We reserve all rights in Our Materials and Technology not specifically and expressly granted to you under these Master Terms. Our Materials and Technology (including without limitation our Software) are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. We agree that as between you and us, you will own your Transportation Data. We reserve the right to modify, expand, update or otherwise change portions of our Software, Products and offerings and the platform(s) on which they are provided, provided such changes do not adversely affect in a material manner your ability to use our Software, Products and offerings for their intended purpose. Notwithstanding anything in the Agreement to the contrary, you grant to us and our Affiliates a royalty-free, worldwide, irrevocable, perpetual non-exclusive license to use and incorporate into their services and technology, make available to their customers and commercially use any suggestions, enhancement requests, recommendations, or other feedback provided by you, your Affiliates, or their representatives relating to or resulting from the Software, Services or Products of us or our Affiliates.
- 7.1. **Collection and Use of Transportation Data.** You authorize us and our Affiliates to remotely and automatically collect Transportation Data that is input by you or on your behalf into service-based or licensed Software, is generated by a Product, or is otherwise provided to us, for the purposes(s) authorized in the Agreement. This authorization is in addition to, and does not replace or alter, any other data collection or like agreement(s) between the Parties. You authorize and consent to our collection and use of Transportation Data (1) to operate, manage and provide the Software and Services, including without limitation providing you and your Users with requested technical support and addressing and preventing service or technical issues; (2) to transmit such data for use by you and your designated customers for your respective business operations (e.g., to enable better understanding of the transportation and movement of the related freight); (3) to provide data to third-party freight tracking vendors, if applicable and as authorized by you, for visibility and information as to freight location and status; and (4) as otherwise requested and/or approved by you. The Agreement will not, and will not be construed to, limit or impair our ability to use data independently received from a carrier or other third party. Further, notwithstanding anything in the Agreement to the contrary you give us and our Affiliates the royalty-free, perpetual right (i) to use Transportation Data and other data collected by us as set forth above, or provided to us by you or on your behalf, to improve, enhance, and support the nature, quality and features of our and our Affiliates' products, software and services subject to our confidentiality

obligations set forth hereunder, and (ii) to aggregate and anonymize Transportation Data and other data collected by us as set forth above, or provided by you or on your behalf, in connection with the Agreement and to use such aggregated and anonymized data, as well as data regarding your use of our Products, Software and Services and summary or derivative information based thereon, for our and our Affiliates' analytical and other business purposes during and following the term of the Agreement, provided that you will not be identified as the source of such information.

7.2. Data Protection Laws. Our processing of personal information, and your use of our Software, Services and Products, will comply in all material respects with applicable laws, rules, regulations, and directives relating to data privacy, trans-border data flows, and data protection (collectively, "**Data Protection Laws**"). With respect to our processing of personal information which is governed by Data Protection Laws, the US Data Processing Addendum for Customer Personal Information located at www.trimble.com/privacy/us-dpa-customer is herein incorporated by reference. Our privacy policy governs our processing of personal information. In order to use our Software, Services and Products, you warrant and covenant that prior to providing us with any personal information or by using our Products and Software purchased by or licensed to you through which we collect such personal information, you have provided or, where necessary, obtained consent or have another valid legal basis under applicable Data Protection Laws to provide such personal information to us to or allow such personal information to be collected by us, and further you acknowledge that we are permitted to process and use such personal information in accordance with the Agreement.

8. Indemnity. You will indemnify and hold us, our affiliates, and their respective officers, directors and employees harmless from and against any and all defense costs (including reasonable attorneys' fees and other litigation expenses), fines and penalties imposed, negotiated settlement amounts, and court-awarded damages in connection with claims, demands, actions, proceedings and suits brought or commenced by a third party to the extent resulting or arising from (i) your breach of the material terms of the Agreement, (ii) your actual or alleged use or modification of any Software, Subscriptions, Services, or Products in breach of the Agreement, or in any manner not authorized by the Agreement; (iii) your failure to comply in all material respect with laws, rules, or regulations applicable to you, your business, or your use of our Products and Software, or your violation of the rights of a third party, or (iv) any accident in which one of your vehicles is involved in which Software or Products (including mobile software applications) supplied by us are installed and/or used.

9. Disclaimers; Risk Allocation. EXCEPT AS EXPRESSLY SET FORTH HEREIN, OUR PRODUCTS, SOFTWARE, SUBSCRIPTIONS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS, SOFTWARE, SUBSCRIPTIONS OR SERVICES, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THE PRODUCTS, SOFTWARE, SUBSCRIPTIONS AND SERVICES, INCLUDING UPDATES, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE, AND WE GRANT NO WARRANTY REGARDING ITS USE OR THE RESULTS THEREFROM. WE ARE NOT RESPONSIBLE FOR ISSUES WITH OUR PRODUCTS AND SOFTWARE ARISING OUT OF THEIR USE ON OR IN CONJUNCTION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY US. FMCSA AND OTHER LAWS, RULES AND REGULATIONS ARE SUBJECT TO CHANGE. THE ABILITY TO TRANSMIT MESSAGES AND/OR TRANSPORTATION DATA ARE SUBJECT TO WIRELESS PROVIDER COVERAGE AREAS AND MAY BE TEMPORARILY INTERRUPTED OR OTHERWISE LIMITED BY EVENTS BEYOND OUR CONTROL. USE OF PRODUCTS, SOFTWARE, SUBSCRIPTIONS OR SERVICES MAY BE IMPACTED IF YOUR SYSTEMS ARE NOT PROPERLY CONFIGURED AND/OR IF VEHICLES ARE OPERATED OUTSIDE OF LICENSED WIRELESS CARRIER SERVICE AREAS. IF YOU UTILIZE DATA FIELDS AVAILABLE IN OUR SOFTWARE TO STORE DATA NOT REQUIRED FOR THE NORMAL USE AND OPERATION OF OUR PRODUCTS AND SOFTWARE FOR THEIR INTENDED PURPOSE, (i) YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR COMPLIANCE WITH LAWS, RULES AND REGULATIONS SPECIFIC TO SUCH DATA (E.G., HIPAA OR PCI RULES); AND (ii) YOU ASSUME ALL RISKS ASSOCIATED WITH, AND AGREE TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATED TO OR ARISING FROM, YOUR USE OF DATA FIELDS TO STORE SUCH DATA.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, LOSS OF USE, COSTS OF COVER, DOWNTIME AND USER TIME REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EXCEED THE PURCHASE PRICE OR FEES PAID BY YOU FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY, OR FOR THE SOFTWARE, SUBSCRIPTION OR SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR OUR SALE OF PRODUCTS AND PROVISION OF SUBSCRIPTIONS, SOFTWARE AND SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION

OF INCIDENTAL, CONSEQUENTIAL OR SPECIFIED OTHER DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY OR MAY NOT FULLY APPLY TO YOU.

10. Other Provisions.

- 10.1. Publicity.** You agree that (a) we may issue a press release in the form approved by the Parties regarding the Parties' entry into the Agreement, and (b) we may identify you (including through use of your name and logo) as our customer, including on our website, and may include you in our customer list and marketing materials.
- 10.2. Export Control.** You acknowledge that our Products, Software, proprietary information, and derivatives thereof may be subject to United States and international export control, embargo, and sanctions laws, regulations, and licensing requirements, including those administered by the U.S. Department of Treasury, U.S. Department of State, and others ("collectively, **Export Control Laws**"). You will strictly comply with such laws, and will not export, re-export, transfer, divert, or disclose any of our Products, Software, proprietary information, or derivatives thereof to any individual, entity, or destination in violation of any U.S. and international Export Control Laws.
- 10.3. Anti-Corruption Compliance.** You, and any third party acting on your behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). You, and any third party acting on your behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or us. You, and any third party acting on your behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any of your acts, our acts, any the acts of any third party acting on your behalf.
- 10.4. Disputes.** If any dispute arises between the Parties relating to, arising out of or in any way connected with the Agreement or any term or condition of it, or the performance by either Party of its obligations under or related to the Agreement, the Party raising such dispute will provide written notice of the dispute to the other Party and the Parties' primary points of contact for the Agreement will work diligently and in good faith to resolve such dispute. If such dispute is not resolved after thirty (30) days following the date of the written notice of such dispute, each Party will promptly appoint a representative holding the title Division Vice President or higher and having the decision-making authority to resolve the dispute on behalf of such Party. Such representatives will promptly meet and will work diligently and in good faith to resolve such dispute. In the event such dispute is not resolved by the appointed representatives described above within another fifteen (15) days thereafter, then each Party will be free to pursue any and all remedies available to such Party, at law or in equity. No Party may bring an action or claim against the other at law or in equity in any forum without first completing the dispute process set out in this Section, except a Party may file such an action or claim at any time if (a) the Party is legally required to file the action or claim at that time so as not to lose a legal right (including the ability to file the claim); (b) the action or claim is one to enforce confidentiality obligations or Intellectual Property Rights, or to recover unpaid fees; or (c) the action or claim is an equitable action to prevent imminent and irreparable harm with no adequate remedy at law.
- 10.5. Governing Law and Venue; Waiver of Jury Trial.** The Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Minnesota, United States of America without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to the Agreement will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Minnesota or any state court sitting in Hennepin County, Minnesota, to the exclusion of all other courts and venues, and each Party irrevocably consents to the sole and exclusive jurisdiction and venue of the United States District Court for the District of Minnesota or any state court sitting in Hennepin County, Minnesota and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 10.6. Force Majeure.** Except for payment obligations, neither Party will be liable for a failure to perform hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control, which include without limitation (i) disruptions in a wireless provider's network or infrastructure; (ii) failures of, changes, modifications, or alterations to your network facilities, equipment or software; (iii) misuse of or damage to a Product; or (iv) any accident involving any of your vehicles. Delays or failures that are excused as provided in this paragraph will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure. No such excused delay or failure will constitute a default, or, except to the extent a related performance obligations is incomplete or unperformed, be a basis for disputing or withholding amounts payable hereunder, provided that the Party whose performance is delayed or suspended will use commercially reasonable efforts to resume performance of its obligations hereunder as soon as feasible.
- 10.7. Assignment.** You may not assign or otherwise transfer the Agreement to any third party without our express prior written consent. Notwithstanding the foregoing, you may assign the Agreement (in whole, but not in part) upon written notice to us to (i) any Affiliate or (ii) to a successor in interest as a result of an acquisition of your business (including by stock sale, asset sale or merger) or corporate reorganization or restructuring, provided that if requested by us, you and your successor-in-interest execute an assignment amendment in a form reasonably requested by us. Subject

to the foregoing, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and permitted assigns. Any actual or attempted assignment or transfer by you in violation of the terms of the Agreement will be void and of no force or effect and will constitute a material breach of the Agreement.

- 10.8. Changes to Terms.** We reserve the right to amend or modify the Agreement terms for all customers generally (pricing changes shall be made in accordance with Section 4.1 above). In the event of an amendment or modification, we will provide you with notice of the amendments and/or modifications (the “**Updated Terms**”) at least thirty (30) calendar days before the end of the then-current Subscription term, which notice may be provided to you by email. The Updated Terms will become effective as of the commencement of the next renewal Subscription term, and as of such date you shall be deemed to have accepted the Updated Terms, and agree that the Updated Terms shall be automatically adopted and ratified by both parties as if physically executed by both parties, and automatically incorporated by reference into and made a part of the Agreement. If you do not agree to the Updated Terms, you may terminate your Subscriptions without application of any early termination charge by providing us with written notice within thirty (30) calendar days of your receipt of our notice of the Updated Terms. You agree that our continued provision of Software, Products and Services to you is good and valuable consideration for your acceptance of the Updated Terms, and your election to allow your Subscription to continue constitutes your acceptance of the Updated Terms. Except as set forth above, no modification, addition or amendment to the Agreement shall be valid or binding unless made in writing and physically signed by the Parties to the Agreement.
- 10.9. Miscellaneous.** The Agreement sets forth the entire understanding between the Parties in connection with the Agreement, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. There are no third party beneficiaries under the Agreement. We may utilize subcontractors in the performance of our obligations under the Agreement, and we will be responsible for the acts and omissions of our subcontractors in their performance of our obligations thereunder. No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which Party may have drafted the Agreement, no rule of strict construction will be applied against either Party. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the same will not affect in any respect whatsoever the remainder of the Agreement. Any notification of any event required pursuant to the Agreement will be in writing, will reference the Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to the other Party at the address set forth on the Order Form, ATTN: Legal. Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). The Parties have specifically requested that the Agreement be drafted in English. *Les Parties ont spécifiquement demandé que cette entente soit rédigée en anglais.* If there is a conflict between versions of the Agreement in any other language, the English language version controls. Each Party is an independent contractor of, and is not an employee, agent, fiduciary or authorized representative of, the other Party. The Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A fax signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.